

**IN THE COURT OF COMMON PLEAS
OF YORK COUNTY, PENNSYLVANIA**

William Hynes,

Plaintiff

v.

Chad Taylor *et al.*,

Defendants

Case No. 2022-SU-001958

NOTICE TO PLEAD

TO: William Hynes

You are hereby notified to file a written response to the enclosed New Matter and Counterclaims within twenty (20) days from service hereof or a judgment will be entered against you.

KEGEL KELIN LITTS & LORD LLP

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Plaintiff

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ANSWER, NEW MATTER, & COUNTERCLAIMS
FILED ON BEHALF OF
CHAD TAYLOR and PATRICK DAHLHEIMER

Defendants Chad Taylor and Patrick Dahlheimer, by and through legal counsel, hereby allege the following in response to Plaintiff Williams Hynes' Complaint in the above-captioned matter.

1. Admitted. Hynes also lives and is on house arrest at 210 York Street, York, PA 17403 (the “**Building**” or the “**Invictus Building**”). Thus, he not only can “be served” at the Invictus Building, he can be found there at all times. Upon information and belief, Hynes uses the phrase “can be served”, as opposed to “resides at”, to avoid drawing more attention to the fact that he is colluding with Invictus.¹

2. Admitted.

3. Admitted.

¹ See Mr. Taylor and Mr. Dahlheimer's Answer, New Matter, Counterclaims, & Crossclaims in Invictus LLC v. Chad Taylor et al., 2022-SU-001968

4. Admitted in part, denied in part. After reasonable investigation, Mr. Taylor and Mr. Dahlheimer are without knowledge or information sufficient to form a belief as to whether Gracey still lives in California, or whether he now resides with Hynes at the Invictus Building.

5. This is a legal conclusion to which no response is required.

6. This is a legal conclusion to which no response is required.

7. Denied.

8. Denied. As detailed and documented in New Matter below, ADS is a Hynes scam that can be traced from Hynes victim to Hynes victim, and Hynes felony conviction to Hynes felony conviction. The New Matter below is incorporated into this paragraph by reference. Pa.R.C.P. 1019(g).

9. Denied. Mr. Taylor has no record or recollection of executing any “promissory note”, let alone in connection with any legitimate “investment.” As detailed and documented in New Matter below, Hynes has a pattern of suddenly producing fraudulent “promissory notes” and “mortgages” out of nowhere when romantic partners or business partners excommunicate him. This case is another example. The New Matter below is incorporated into this paragraph by reference. Pa.R.C.P. 1019(g).

10. Denied. Mr. Dahlheimer has no record or recollection of executing any “promissory note,” let alone in connection with any legitimate “investment.” As detailed and documented in New Matter below, Hynes has a pattern of suddenly producing fraudulent “promissory notes” and “mortgages” out of nowhere when romantic partners or business partners excommunicate him. This case is another example. The New Matter below is incorporated into this paragraph by reference. Pa.R.C.P. 1019(g).

11. This allegation is directed at another party to this case. No response is required.

12. Denied. No “loans” were made under either of the promissory notes, neither Mr. Taylor nor Mr. Dahlheimer ever received a penny from Hynes under either of the promissory notes, and neither Mr. Taylor nor Mr. Dahlheimer ever asked for a “forbearance” of the non-existent “loans,” either. For ease of reference, the documents attached to the Complaint at Exhibit 1 and Exhibit 2 are each individually referred to below as a “**Fraudulent Note**” and collectively as the “**Fraudulent Notes**”. Although Hynes repeatedly claims that he made “loans” to Mr. Taylor and Mr. Dahlheimer under the Fraudulent Notes, the copies of the Fraudulent Notes that Hynes attached to his own Complaint demonstrate that claim is false. As those Exhibits demonstrate, the Fraudulent Notes were purportedly tendered for an undefined “interest” in ADS – which is an “entity” that Hynes has used to defraud and harass his victims for years.² See infra.

13. Denied there is anything to “repay.”

14. Denied. The Fraudulent Notes purportedly came due on December 31, 2014.³ Neither Mr. Taylor nor Mr. Dahlheimer heard anything about a “forbearance” until August 10, 2022, when Hynes emailed them out of the blue about some “forbearance”. Having no clue what Hynes was babbling about, Mr. Taylor and Mr. Dahlheimer ignored the email. In any event, Hynes’ attempt to implement a “forbearance period” for the non-existent “loans” came long after the statute of limitations for bringing a claim relating to the Fraudulent Notes had expired.

15. Gracey’s email speaks for itself. Gracey and Hynes are colluding to create a false premise for this lawsuit. Hynes has no true intention of attempting to collect anything from Gracey. Rather, Hynes is using Gracey as a stool pigeon to try to add legitimacy to this frivolous action by disingenuously naming him an “adverse” party. Indeed, upon information and belief, when Gracey files an answer to Hynes’ Complaint, he will admit Hynes’ allegations. Gracey’s

² Complaint at Exhs. 1, 2

³ Id.

interests are neither aligned with Mr. Taylor or Mr. Dahlheimer's, nor does Gracey have any authorization to speak for either of them. Thus, Gracey's "appreciation" for Hynes and his so-called "generosity" is irrelevant.

16. Denied. Again, Hynes did not loan or pay a single penny to Mr. Taylor under the Fraudulent Note. Thus, Hynes' story about "relying" on Mr. Taylor's "financial status" is false and misleading.

17. Denied. Again, Hynes did not loan or pay a single penny to Mr. Taylor under the Fraudulent Note.

18. Denied that Mr. Taylor referred to himself as the "Paragon of Truth," whatever that means. Admitted Mr. Taylor is an upstanding businessman and an honest person.

19. Denied the records were "abandoned." Hynes locked Mr. Taylor out of the Invictus Building. To the extent that Hynes "discovered" any of Mr. Taylor's records, he did so by scavenging through Mr. Taylor's office and personal effects without Mr. Taylor's permission. By way of further answer, it appears Invictus, the new Building owner, may have given Hynes access to Mr. Taylor's former office.

20. After reasonable investigation, Mr. Taylor and Mr. Dahlheimer have no idea how the letter has any relevance to this lawsuit. Again, Hynes scavenged through Mr. Taylor's office and personal effects without Mr. Taylor's permission. By way of further answer, it appears Invictus, the new Building owner, may have given Hynes access to Mr. Taylor's former office.

21. After reasonable investigation, Mr. Taylor and Mr. Dahlheimer have no idea how the letter has any relevance to this lawsuit. Again, Hynes scavenged through Mr. Taylor's office and personal effects without Mr. Taylor's permission. By way of further answer, it appears Invictus, the new Building owner, may have given Hynes access to Mr. Taylor's former office. In

any case, the letter is addressed to Mr. Taylor “c/o Questionable Entertainment” – not Mr. Taylor in his individual capacity.

22. Denied that Action Front Unlimited, Inc., Straight Out of York Touring, Inc., or Big Dog Properties, Inc. are “Mr. Taylor’s”. He owns a minority interest in each of those entities, no different than Gracey. Moreover, the unaudited, partial year profit and loss statements from 2010 for those entities have no relevance to this lawsuit. By way of further answer, the unaudited, partial year profit and loss statement from 2010 for Big Dog Properties, Inc. actually shows a modest profit – not a loss. Thus, Hynes is not only mischaracterizing the ownership status of each of the entities, but is also exaggerating what the partial year profit and loss statements show.

23. Denied that the Gracious Few, LLC was set up by “the Defendants as their ‘comeback’ album,” whatever that means. By way of further answer, Gracey was part of the Gracious Few. So was a third-party. Thus, true to form, Hynes’ statement that the “Defendants” set up the LLC is partially, but not entirely, true. In any event, the unaudited, partial year profit and loss statement from 2010 for the Gracious Few, LLC – showing a modest year to date loss – is irrelevant to this lawsuit.

24. After reasonable investigation, Mr. Taylor and Mr. Dahlheimer are without knowledge or information sufficient to form a belief as to what “this venture” means. If Hynes is referring to the Gracious Few, although it did not reach the heights of LIVE, the band nonetheless toured the world. After reasonable investigation, Mr. Taylor is without knowledge or information sufficient to form a belief as to what the phrase “so many of Defendant Taylor’s other ventures” supposedly refers to.

25. Denied. By way of further answer, Hynes has not identified any actual “misrepresentations”. Decade plus old letters to and from credit card companies and unaudited,

partial year profit and loss statements from entities that Mr. Taylor owned a minority interest in do not constitute “misrepresentations” – let alone misrepresentations that were made to Hynes. Again, Hynes did not lend or pay Mr. Taylor a penny pursuant to the Fraudulent Notes. Stated as bluntly as possible, Hynes’ “misrepresentation” and reliance narrative is a total fiction.

26. The January 13, 2011 letter speaks for itself, and any characterization of its contents is therefore denied. By way of additional answer, Hynes found the letter by scavenging through Mr. Taylor’s office and personal effects without permission. By way of further answer, the “investor” referred to in the letter who “failed to perform on the corporate funding obligation” was – only naturally – Hynes. **Exhibit 1**.

27. The January 13, 2011 letter speaks for itself, and any characterization of its contents is therefore denied. By way of additional answer, Hynes found the letter by scavenging through Mr. Taylor’s office and personal effects without permission.

28. Denied. By way of further answer, it is a matter of common public knowledge that, in 2012, Hynes filed bankruptcy twice to save his house from foreclosure.⁴ This is another example of Hynes’ efforts to distract from who he is by projecting his own past and behaviors on to others to smear their reputations. Hynes knows who he is. He just wishes someone else would be him.

29. Admitted. Mr. Taylor has no record or recollection of “executing” the Fraudulent Note, nor would he have had any reason to tell Mr. Hynes anything. Again, Hynes did not pay or loan Mr. Taylor a penny under the Fraudulent Note.

30. The document referenced in this paragraph speaks for itself. The document has no relevance to this litigation.

⁴ “Here’s what we know about United Fiber & Data founder and former CEO Bill Hynes”, York Daily Record, Oct. 14, 2020

31. The document referenced in this paragraph speaks for itself. Again, the document has no relevance to this litigation.

32. Denied. Mr. Taylor has no record or recollection of signing the Fraudulent Note, did not receive a penny from Hynes under the Fraudulent Note, and did not try to convince Hynes of anything of the sort. Perusing the Complaint and the stack of irrelevant documentation attached to it, Hynes has failed to identify *even one single statement* – whether verbal or written – in which Mr. Taylor or Mr. Dahlheimer make any mention to Hynes or anyone else of the non-existent “loans” or their wherewithal to repay the non-existent “loans”.

33. After reasonable investigation, Mr. Taylor is without knowledge or information sufficient to form a belief as to what Hynes would or would not have done. To reiterate, Hynes did not pay or loan Mr. Taylor a penny under the Fraudulent Notes. By way of further answer, Hynes’ repeated assertions that he “executed” the Fraudulent Notes is false as well. As demonstrated by the copies of the Fraudulent Notes attached as Exhibits to Hynes’ own Complaint, Hynes – perhaps mistakenly thinking that if he did not sign he cannot be exposed to additional felony forgery charges – did not execute the Notes.⁵

34. Denied. There was no “forbearance period” or anything even to “forbear.”

35. The documentation referenced in Exhibits 14 and 15 is from 2016. The documentation speaks for itself, and any characterization of it is therefore denied. Neither Mr. Taylor nor Mr. Dahlheimer recall why this documentation was created or what purpose it served.

36. The document speaks for itself, and any characterization of it is therefore denied. In any event, the document has no relevance to this lawsuit.

⁵ Complaint at Exhs. 1, 2

37. Admitted. At the time, Mr. Taylor and Mr. Dahlheimer had no clue that Hynes had misappropriated and embezzled millions of dollars from the businesses listed in the statement. Indeed, the values were derived from Hynes' misrepresentations about what the businesses were worth.

38. After reasonable investigation, Mr. Taylor is without knowledge or information sufficient to form a belief as to what the phrase "these businesses" refers to. To the extent the phrase refers to the businesses referenced in the prior allegation, the prior response is incorporated into this response by reference. By way of further answer, while Hynes was in York purportedly working as an "executive" for "these businesses," Mr. Taylor and Mr. Dahlheimer were touring with LIVE.

39. Denied. At all relevant times, Hynes exercised 100% control over the bank accounts of the businesses listed, the financial records, and even the fiduciaries who were supposed to be overseeing Hynes. Meanwhile, Mr. Taylor and Mr. Dahlheimer were out on the road touring. Mr. Taylor and Mr. Dahlheimer have turned over thousands of pages of evidence to law enforcement documenting Hynes' theft and embezzlement. Conversely, Hynes has yet to produce anything for anyone that tends to show Mr. Taylor "concealed" anything. Again, this is a classic Hynes pattern. He attempts to deflect from who he is by projecting his past and his behaviors on to others.

40. Denied. Please kindly refer to paragraph 37 above, which is incorporated into this paragraph by reference.

41. Denied. Neither Mr. Taylor nor Mr. Dahlheimer ever had any type of communication with Hynes about a "forbearance period." There was nothing to "forbear." By

way of further answer, the phrase “this behavior” is not tied to any example in the Complaint of anything that actually happened, and is therefore meaningless.

COUNT I

Breach of Contract

42. No response required.

43. Denied.

44. Denied. Again, Hynes did not pay or loan a penny to Mr. Taylor or Mr. Dahlheimer under either of the Fraudulent Notes.

45. Denied Hynes “performed” or that there is anything to “repay.”

46. Denied. Again, Hynes did not pay or loan a penny to either Mr. Taylor or Mr. Dahlheimer under either of the Fraudulent Notes.

WHEREFORE, Mr. Taylor and Mr. Dahlheimer respectfully request that judgment be entered in their favor on this Count.

COUNT II

Fraudulent Misrepresentation

47. No response required.

48. After reasonable investigation, Mr. Taylor and Mr. Dahlheimer are without knowledge or information sufficient to form a belief as to what the untethered phrase “such statements” means. The Complaint does not identify a single “statement” – verbal or written – that either Mr. Taylor or Mr. Dahlheimer made about “satisfying” the Fraudulent Notes.

49. Denied. Again, Hynes did not pay or loan a penny to either Mr. Taylor or Mr. Dahlheimer under either of the Fraudulent Notes. Thus, there was no forbearance period because there was nothing to forbear.

50. The verb “acted” in this allegation is not tied to an example of any actual action. Hence, the allegation is unintelligible. Whatever this allegation is intended to mean, it is denied.

51. Denied. Again, Hynes did not pay or loan either Mr. Taylor or Mr. Dahlheimer a penny under either of the Fraudulent Notes.

WHEREFORE, Mr. Taylor and Mr. Dahlheimer respectfully request that judgment be entered in their favor on this Count.

COUNT III

Fraudulent Inducement and Concealment

52. No response required.

53. Denied. By way of further answer, the Complaint does not identify one single statement – verbal or written – that Mr. Taylor made about his “financial health” to Hynes.

54. Denied. Again, Hynes did not pay or loan a penny to Mr. Taylor under either of the Fraudulent Notes. Thus, Hynes did not “rely” on anything. Moreover, Hynes (“the Plaintiff”) did not actually “execute” or sign the Fraudulent Notes. His repeated assertions to the contrary are contradicted by the Exhibits he attached to his own Complaint.⁶

55. Denied. Again, as demonstrated by the copies of the Fraudulent Notes attached to Hynes’ own Complaint, Hynes (“the Plaintiff”) did not execute the Fraudulent Notes.⁷ His repeated claims to the contrary are simply untrue.

56. After reasonable investigation, Mr. Taylor is without knowledge or information sufficient to form a belief as to what the untethered phrase “these misrepresentations” means. The Complaint does not identify a single “misrepresentation” that Mr. Taylor allegedly made to Hynes.

⁶ Complaint at Exhs. 1, 2

⁷ Id.

57. After reasonable investigation, Mr. Taylor is without knowledge or information sufficient to form a belief as to what the untethered phrase “these misrepresentations” means. The Complaint does not identify a single “misrepresentation” that Mr. Taylor allegedly made to Hynes. By way of further answer, there was nothing to “induce.” Again, Hynes did not pay or loan a penny to Mr. Taylor under either of the Fraudulent Notes.

58. After reasonable investigation, Mr. Taylor is without knowledge or information sufficient to form a belief as to what the untethered phrase “these efforts” means. The Complaint fails to identify any such “efforts.”

59. Denied. Again, there was no forbearance period because there was nothing to forbear.

60. After reasonable investigation, Mr. Taylor is without knowledge or information sufficient to form a belief as to what the untethered phrase “these misrepresentations” means.

61. Denied. By way of further answer, it is unclear what Hynes would have been trying to “learn” because he did not pay or loan a penny to Mr. Taylor under either of the Fraudulent Notes.

62. Denied. Again, Hynes did not pay or loan a penny to Mr. Taylor under the Fraudulent Notes. Thus, Hynes suffered no damages whatsoever.

WHEREFORE, Mr. Taylor respectfully requests that judgment be entered in his favor on this Count.

COUNT IV

Civil Conspiracy

63. No response required.

64. Denied. Neither Mr. Taylor nor Mr. Dahlheimer heard anything about a “forbearance” until August 10, 2022, when Hynes emailed them out of the blue. Having no clue what Hynes was babbling about, Mr. Taylor and Mr. Dahlhimer ignored the email. Again, the Complaint fails to identify a single statement – verbal or written – that either Mr. Taylor or Mr. Dahlheimer made about the Fraudulent Notes, “satisfying” the Fraudulent Notes, or a “forbearance.”

65. Denied there was any “conspiracy” or that either Mr. Taylor or Mr. Dahlheimer ever promised to pay anything under the Fraudulent Notes. Neither Mr. Taylor nor Mr. Dahlheimer would have made any such promise, because neither one of them was paid or loaned a penny by Hynes under the Fraudulent Notes.

66. Denied. Again, Hynes did not pay or loan a penny to either Mr. Taylor or Mr. Dahlheimer under either of the Fraudulent Notes – so there was no reason to “deceive” or “defraud.”

67. This allegation is unintelligible because the Complaint does not identify any actual “behavior.” In any case, whatever is being alleged is denied.

68. Denied. Again, Hynes did not pay or loan a penny to either Mr. Taylor or Mr. Dahlheimer under either of the Fraudulent Notes. Accordingly, Hynes “suffered” no “damage” whatsoever.

WHEREFORE, Mr. Taylor and Mr. Dahlheimer respectfully request that judgment be entered in their favor on this Count.

NEW MATTER

1. This lawsuit is the latest and hopefully last chapter in Hynes' ugly history of falsifying documents, impersonating others, and projecting his own past and behavioral tendencies on others to distract from who he is.

2. Hynes will go to any depth to fabricate evidence, eavesdrop, hack computers and other devices (including even the undersigned's computer), to exert control over and bully people, and to deflect from his behavior and his past by attempting to smear those people who attempt to escape his orbit by accusing them of the very behaviors he has been convicted of and become so infamous for.

3. Although Hynes portrays himself as a sophisticated ex-military veteran and "cutting edge" business man, his methods and patterns are crude and easily discernable.

4. For example, when someone tries to escape his tentacles, Hynes alludes to his alleged experience in "combat" to implicitly threaten the individual, and then magically produces a document financially obligating the individual to him.

5. Case in point, when Laura Green left Hynes after he attempted to murder her in Fiji, attacked her in Las Vegas,⁸ and attacked her again in York:

- Hynes hacked her Facebook account, and used her identity in an attempt to create a counternarrative to the allegations Ms. Green actually had made.
- As Ms. Green explained in seeking a protection from abuse order against him, Hynes, after learning Ms. Green had gone to the police, texted Ms. Green Revelation 6:8 which reads:
"And I looked, and behold a pale horse: and his name that sat on him was Death, and Hell followed with him. And power was given unto them over the fourth part of the earth, to

⁸ "Prosecutors can bring up 'prior bad acts' in case against former York CEO, Judge Rules", York Daily Record, July 10, 2020

kill with sword, and with hunger, and with death, and with the beasts of the earth.

According to Ms. Green, Hynes cited to that Biblical passage when he previously informed her that “God had given him the right to kill people.”

- Hynes sent Ms. Green the letter attached at **Exhibit 2**, demanding payment under a falsified mortgage she allegedly granted him on her home. The mortgage appeared out of nowhere.

6. In September of this year, Hynes pled no contest to two counts of felony forgery for falsifying the fake mortgage he claimed Ms. Green granted him.

7. The parallels between Hynes’ bullying of Ms. Green and his attacks on Mr. Taylor and Mr. Dahlheimer not only bear striking similarities – but also common themes.

8. No different than Hynes’ attempt to bully and intimidate Ms. Green with implicit threats of more violence and the fraudulent mortgage, Hynes has posted similar “warnings” directed toward Mr. Taylor.

9. For example, in one social media post, Hynes commented in response to an article about the death of another “Chad Taylor” in Illinois: “Took the wrong one.” **Exhibit 3**.

10. More disturbing, however, are Hynes’ social media posts in which he intimates he was an elite military operative who is willing to go to any lengths to harm his perceived “enemies.”

11. For example, in one disturbing Instagram post, Hynes explains:

Today, I go to war. I trade in a battle field, my M16 & .45 for a suit & tie with the landscape being the boardroom. If you ever dream of beating me, you better wake up and apologize for there is Not a better friend, No worse enemy than I. Mors Ab Alto! NSDQ!

Exhibit 4

12. The phrase “Mors ab alto” means “death from above,” and it is a phrase used by the 7th Bomb Wing and the 82nd Airborne.

13. Hynes tells people he was deployed in ground combat with the 101st Airborne in Desert Storm, at which point Hynes would have been 18 or 19.

14. No media outlet or other source has ever been able to verify Hynes was, in fact, ever in combat or ever served in the 101st Airborne.

15. The acronym “NSDQ” means “Night Stalkers Don’t Quit.”

16. The Night Stalkers are an elite unit of pilots that deliver and extract America’s most skilled military operatives to and from the most dangerous and sensitive missions.

17. Hynes is a stalker, but he is no Night Stalker. He is not even a pilot.

18. Hynes often uses allusions to “combat,” military issue firearms, and elite military units he was never part of, to implicitly threaten his victims.

19. Again echoing Hynes’ harassment of Ms. Green, Hynes has now mysteriously stumbled across the Fraudulent Notes.

20. According to the text of the Fraudulent Notes, each was purportedly tendered in exchange for some undefined “interest” in “ADS Builders East, LLC” – not for any “loan,” as Hynes repeatedly and falsely claims throughout the Complaint.⁹

21. Hynes’ history with ADS is long, ugly, and can be traced from one victim to the next, and from one felony conviction to the next – through to this very lawsuit.

22. As reported in the York Daily Record, “ADS Builders East, LLC” is a concept Hynes stole from a fraudulent builder in Colorado.¹⁰

⁹ Complaint at Exhs. 1, 2

¹⁰ “Here’s what we know about United Fiber & Data founder and former CEO Bill Hynes”, York Daily Record, Oct. 14, 2020

23. After initially stealing the ADS name, Hynes used it as part of a check kiting scheme that resulted in his first felony conviction in Northampton County.¹¹

24. In 2012, “ADS Construction” in Colorado went defunct after its principal – Jim Barnett – pled guilty to felony theft for stealing the proceeds from construction loans. **Exhibit 5.**

25. As Mr. Barnett explained to the York Daily Record, he knew Hynes and had discussions with him – but apparently chose not to go into business with Hynes.¹²

26. Mr. Barnett may have been done with Hynes. However, Hynes was not done with Mr. Barnett.

27. Not only did Hynes borrow the “ADS” moniker from Barnett, he also borrowed Mr. Barnett’s picture and used it to create a false social media profile under the name “Jon Hoch.” **Exhibit 6.**¹³

28. Using Mr. Barnett’s likeness, Hynes utilized the fake Jon Hoch profile to terrorize and smear Ms. Green. For example, in one post, Hoch (a.k.a., Hynes) explains Hynes is “definitely innocent” of the crimes Ms. Green accused him of (many of which Hynes recently pled no contest to), and that Ms. Green has “substance abuse problems. . .like two of her sisters.”

29. The Fraudulent Notes, purportedly given by Mr. Taylor and Mr. Dahlheimer in exchange for an “interest” in “ADS”, is the next chapter in the ADS saga – from check kiting, to terrorizing a young woman, to now attempting to prey on Mr. Taylor and Mr. Dahlheimer.

¹¹ “Think Loud Development CEO said he told his co-investors, city leaders about conviction”, York Daily Record, July 26, 2014

¹² “Here’s what we know about United Fiber & Data founder and former CEO Bill Hynes”, York Daily Record, Oct. 14, 2020

¹³ **Accord** “Here’s what we know about United Fiber & Data founder and former CEO Bill Hynes”, York Daily Record, Oct. 14, 2020

30. Indeed, this lawsuit is typical Hynes – someone attempts to disassociate, Hynes implicitly threatens and smears the individual and his or her family over social media and then, out of nowhere, a “mortgage,” “promissory note,” or “obligation” suddenly materializes.

31. Hynes’ attacks against Mr. Taylor, Mr. Dahlheimer, their families, and their associates are motivated by one thing – fear of exposure.

32. In late August of 2020, after being named a co-defendant with Hynes by the Appell Group in a very substantial lawsuit, Mr. Taylor engaged and directed Attorney Confair: **(a)** to provide a separate defense for Mr. Taylor and his affiliated entities, if need be independent from Hynes and his various lawyers in New York and Pennsylvania; **(b)** to develop a rapport and work with Hynes in his capacity as an officer of those entities to access documentation and evidence to determine whether the allegations made by the Appell Group were accurate or inaccurate; **(c)** depending on the findings, either continue defending against the Appell Group’s suit, or settle the matter and align with the Appell Group against Hynes; **(d)** depending on the findings, assist with turning over evidence against Hynes to law enforcement.

33. By the Spring of 2021 it was clear that most, if not all, of the Appell Group’s accusations against Hynes were true.

34. Indeed, despite repeated requests from Attorney Confair to produce even the most basic exculpatory evidence, Hynes could not produce anything. E.g. **Exhibit 7**.

35. Subsequently, Mr. Taylor directed Attorney Confair to settle the conflict with the Appell Group, align with the Appell Group, and report the findings of the investigation to law enforcement. That is precisely what occurred.

36. That and that alone explains the genesis of this lawsuit and Hynes' attacks on Mr. Taylor, Mr. Dahlheimer, their families, and their associates. No different than Ms. Green, they have uncovered the truth about the "creature" that Hynes is. See Exh. 4.

37. Recognizing Mr. Taylor, Mr. Dahlheimer, their families, their associates, and their legal counsel can fully expose Hynes for what he is and further recognizing they know his patterns, Hynes embarked on a campaign to smear the reputations of Mr. Taylor and Mr. Dahlheimer, to harass their families, and to harass their legal counsel. Time and again, it is the same pattern with Hynes and his sycophants – they cannot silence or credibly respond to the message, so they attack the messenger.

38. Despite Mr. Taylor and Mr. Dahlheimer's efforts to ignore Hynes and disengage, Hynes' harassment of Mr. Taylor and Mr. Dahlheimer's families, his misappropriation of their property, his violation of their privacy, his collusion with others to file frivolous litigations (including this lawsuit), and his social media attacks and threats, have forced Messrs. Taylor and Dahlheimer to defend themselves by exposing Hynes – including his usage of the "ADS" concept over a decade-plus long crime spree.

39. Neither Mr. Taylor nor Mr. Dahlheimer have any record or recollection of executing either of the Fraudulent Notes.

40. Hynes did not pay or loan Mr. Taylor or Mr. Dahlheimer a penny under either of the Fraudulent Notes.

41. The Fraudulent Notes purport to be given in exchange for an unidentified "interest" in "ADS Builders" – the fake business concept Hynes stole from Mr. Barnett.

42. Even if Hynes did not forge the Fraudulent Notes, Hynes paid nothing under the Fraudulent Notes – rendering both Fraudulent Notes void.

43. Even if Hynes did not forge the Fraudulent Notes, Hynes procured the Fraudulent Notes by falsely portraying ADS Builders as a legitimate business – as opposed to the vehicle for fraud it actually is.

44. Each Fraudulent Note lists a maturity date of “December 31, 2014.”¹⁴

45. Thus, the statute of limitations for any claim relating to the Fraudulent Notes has long passed.

46. Hynes and his legal counsel know that. So, they fabricated the story about the “forbearance period.”¹⁵

47. Of course, the problem with that is, even if there had been something to actually forbear or an actual forbearance period, the first notice of it was given by Hynes in 2022 – years after the statute of limitations had run on any claims that might be raised in connection with the Fraudulent Notes.

48. None of the documentation attached to the Complaint lends any support to Hynes’ false narrative. Decade-plus old letters to and from credit card companies and partial year profit and loss statements from entities Mr. Taylor owns a minority interest in have no connection to, and in no way support, Hynes’ false claim that he was tricked into “executing” the Fraudulent Notes – which Hynes, contrary to his repeated misrepresentations, did not actually even execute.¹⁶

49. In sum, Hynes’ unhinged, bizarre, and false story about how he was “tricked” by Mr. Taylor and Mr. Dahlheimer into “executing” the Fraudulent Notes is conclusively discredited by the following –

¹⁴ Complaint at Exhs. 1, 2

¹⁵ Hynes’ current counsel was recently sanctioned in the amount of \$15,000 by this Court in connection with its representation of Hynes.

¹⁶ Complaint at Exhs. 1, 2

- Hynes’ *modus operandi*. When someone attempts to escape his orbit, Hynes magically stumbles across a financial obligation the individual purportedly “owes” him.
- None of the documentation attached to the Complaint constitutes a representation or anything of the sort from either Mr. Taylor or Mr. Dahlheimer to Hynes about anything.
- Hynes did not pay or loan a single penny to either Mr. Taylor or Mr. Dahlheimer under either of the Fraudulent Notes.
- To the contrary, as each of the Fraudulent Notes indicates, they were purportedly tendered in exchange for some undefined interest in “ADS Builders” – the concept Hynes stole from Mr. Barnett, and then used along with Mr. Barnett’s image as part of a decade-plus crime spree that included predatory financial behavior and terrorizing a young woman.
- As the Exhibits to Hynes’ own Complaint establish, Hynes did not “execute” the Fraudulent Notes, either.¹⁷ It could not be any more black and white.

50. Accordingly, each and every aspect of Hynes’ story is false and misleading.

51. Hynes’ claims are barred by the statute of limitations.

52. Hynes’ claims are barred by the doctrine of laches.

53. Hynes’ claims are barred by the doctrine of failure of consideration.

54. Hynes’ claims are barred by the doctrine of fraud.

55. Hynes’ claims are barred as illegal.

COUNTERCLAIM

Declaratory Judgment

56. This lawsuit is pure harassment, no different than the other frivolous claims and litigations that Hynes and his accomplices are improperly perpetuating against Mr. Taylor and Mr.

¹⁷ Complaint at Exhs. 1, 2

Dahlheimer in an attempt to smear their reputations and to deflect from Hynes' ongoing criminal behavior and his past by projecting his behavior on to others.

57. Case in point, none of the documentation attached to the Complaint actually ties to any transaction or interaction between Hynes and Mr. Taylor or Mr. Dahlheimer – let alone a transaction relating to the Fraudulent Notes or ADS. Nevertheless, Hynes is using the irrelevant paperwork to claim Mr. Taylor and Mr. Dahlheimer – not convicted felon Hynes – are the “frauds.”

58. Hynes, after scavenging through Mr. Taylor's office and personal effects, attached the documentation to the Complaint solely in an attempt to embarrass Mr. Taylor. Indeed, the documentation has zero probative relevance or connection to the Fraudulent Notes.

59. Even if the Fraudulent Notes had actually been signed by Mr. Taylor or Mr. Dahlheimer, and neither of them has any record or recollection of signing, Hynes did not pay or loan a penny to either Mr. Taylor or Mr. Dahlheimer under either of the Fraudulent Notes. Accordingly, Hynes' repeated claims that he made “loans” under the Fraudulent Notes is simply untrue.

60. Indeed, in response to this pleading, Hynes cannot and will not produce any record that establishes he paid or loaned a penny to either Mr. Taylor or Mr. Dahlheimer under either of the Fraudulent Notes.

WHEREFORE, Mr. Taylor and Mr. Dahlheimer request that judgment be entered in their favor declaring the Fraudulent Notes null and void.

COUNTERCLAIM II

Invasion of Privacy

61. The allegations above are incorporated by reference.

62. Under Pennsylvania law, the tort of invasion of privacy gives a plaintiff redress when the defendant has publicized information about the plaintiff that, even if true, was selectively publicized by the defendant to give a false impression about the plaintiff.

63. As detailed above, Hynes scavenged through Mr. Taylor's personal effects without permission, copied selected documentation from a specific time period, and then mischaracterized that documentation to falsely portray Mr. Taylor and Mr. Dahlheimer in this lawsuit as "frauds".

64. As detailed above, the documentation Hynes relies on is comprised of communications between Mr. Taylor and third-party household creditors back in the 2010-2011 timeframe, unaudited, partial year, profit and loss statements from the same timeframe for entities that Mr. Taylor owned a minority interest in, and a personal financial statement that was premised on false information supplied by Hynes.

65. If anything, the 2010-2011 communications between Mr. Taylor and creditors clearly shows Mr. Taylor was 100% transparent about his change in financial circumstances after the dissolution of LIVE.

66. Not a scrap of the documentation Hynes scavenged from Mr. Taylor's personal effects in any way, shape, or form indicates Mr. Taylor or Mr. Dahlheimer ever attempted to "defraud" anyone – let alone felon Hynes.

67. Rather, what Hynes did was selectively take documentation he had no permission to access from a challenging time period in Mr. Taylor and Mr. Dahlheimer's lives to project Hynes' own past and own fraudulent behavior onto them. Hynes has used that same "technique" time and again to smear his victims and accusers. This time is no different.

68. Hynes' false accusations and harassment have caused Mr. Taylor and Mr. Dahlheimer unnecessary and undue stress, embarrassment, and expense.

69. Without question, as detailed above, Hynes' false accusations and harassment are willful and intentional.

WHEREFORE, Mr. Taylor and Mr. Dahlheimer request that judgment be entered in their favor in excess of \$50,000 for compensatory damages along with punitive damages.

Respectfully Submitted,

Date: December 12, 2022

KEGEL KELIN LITTS & LORD LLP

By: /s/: Jason T. Confair, Esq.
Jason T. Confair, Esquire
PA 206729
confair@kkll.law
24 North Lime Street
Lancaster, PA 17602
(717) 392-1100

VERIFICATION

I, Chad Taylor, affirm and verify that the facts set forth in the foregoing document(s) are true and correct to the best of my knowledge, information, and belief, and that I am authorized to sign this Verification. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: December 12, 2022

/s/: Chad Taylor

CERTIFICATE OF SERVICE

On the date listed below, pursuant to agreement between the parties' respective legal counsel, legal counsel for Mr. Taylor and Mr. Dahlheimer served the foregoing document(s) on the other parties to this case via electronic mail.

Respectfully Submitted,

Date: December 12, 2022

KEGEL KELIN LITTS & LORD LLP

By: /s/: Jason T. Confair, Esq.
Jason T. Confair, Esquire
PA # 206729
confair@kkll.law
24 North Lime Street
Lancaster, PA 17602
(717) 392-1100

EXHIBIT 1

Subject Fwd: Failure to fund
Date July 20, 2021 at 5:37:23 PM EDT
From **patrick dahlheimer** <dahlheimer@me.com>
To **Chad Taylor** <notechordllc@gmail.com>

Begin forwarded message:

From: patrick dahlheimer <dahlheimer@me.com>
Date: March 9, 2010 at 4:28:20 PM EST
To: Jacqueline Dahlheimer <action8186@aol.com>
Subject: Fwd: Failure to fund

Finally Bill Hynes os out of the picture.....

Begin forwarded message:

From: Chad Taylor <chad.taylor@questionableentertainment.com>
Date: March 9, 2010 11:28:56 AM EST
To: Bill Hynes <bill.hynes@101st-holdings.com>
Cc: ?? Chad Gracey <chad.gracey@questionableentertainment.com>, Lori Woehler <lori@questionableentertainment.com>, Will Campbell <wmcampbell@epix.net>, David Kostiner <dkostiner@counsellp.us>, Dahlheimer Patrick <patrick.dahlheimer@questionableentertainment.com>, Kevin Martin <kevin.martin@questionableentertainment.com>, Jon Blaufarb <jblaufarb@counsellp.us>
Subject: RE: Failure to fund

Dear Bill,

Good morning. What a disastrous evening. I can only assume at this point that you are not able to contribute capital to Questionable Entertainment. Your bizarre behavior over the last few days further complicates the process. I've tried to reach you via text, mobile and email, all results have turned up no response.

You repeatedly told Gracey and I that you would deliver funds by the end of last week (Thursday or Friday). As you know, the delay in funding has caused damages well beyond the scope of the business and into our other interests. Furthermore, you told us that you would drive a check to Lancaster last night. I canceled my previous plans with my family to wait for you. You not only didn't show but you didn't bother calling or writing to inform me that you weren't coming. I can't begin to express my frustration. I told you that Questionable had met with an excellent potential investor that could have taken your place had you been willing to step aside but you insisted. Yet, you were determined to maintain your position, expressing your regrets and stating that you would resume communication in good faith. This appears to

have failed drastically, costing us yet another opportunity. This won't happen again.

The email you sent Gracey and I yesterday, requesting that Dr. Slovak write a false excuse for you not to appear in court for your bench warrant mystified us. In my opinion, not only was the request totally unacceptable, this is not appropriate behavior for a partner, let alone a grown man.

At this point, I will direct all communication to our attorneys who will begin the process of filing contractual breach documents. I am through dealing with your excuses.

Additionally, you do not have my permission to pitch "Andretti, Set, Go!" in its current format. Any use of Aurora's edited footage or my Screen Actors Guild protected concept with result in additional legal filings. I will notify Endeavor, Hybrid and CAA. I will contact the Andretti's regarding their party to explain the severance of our working relationship.

Sincerely,

Chad Taylor, CEO
Questionable Entertainment, LLC

Telephone 866-975-9991 ext 11
Chad.Taylor@QuestionableEntertainment.com

EXHIBIT 2

Laura,

It has come to my attention you are selling your house. I want to remind you that you did sign documents that placed a second mortgage on the property for \$60,000.00 which was not recorded at closing or while we were in a relationship, which was my option. You may not remember these, however that doesn't excuse you from that obligation. The intent of the house was not to flip and put money in your pocket, it was a long term investment. The lien has been recorded with the courthouse. If the home sold at the listing price of 219k, you would owe over 10k at closing.

I have a fair solution that gets you out of the home and the expenses. I will send you a quit claim deed that you can sign over the ownership to me. I will then work with Wells Fargo to assume your mortgage. This process can take 60-90 days. In the interim, upon signing of the quit claim deed I will pay the mortgage, utilities and any bills associated with the property and you will no longer be obligated to it.

At the price you have it listed, it won't sell as there are other homes that are under contract in your neighborhood in the 180,000's.

Furthermore, if you pull it from sale and try to rent it, the note has an assignment of rents that I would also enforce so all rental income would be directed to my company as well.

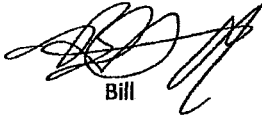
You would need to pull the house from being sold and wait approximately 60 days in order to avoid paying the realtor a commission for the transfer. He will make his 6% if the house is transferred in anyway while it is under contract and during the cooling off period.

This does align well with how long the assumption of the mortgage will take place.

As it stands now you will owe the realtor \$13,140 and I will not pay that commission.

The clean and easy way is to, remove the home from sale, sign the quit claim deed, I take over all expenses, assume the mortgage in 90 days and after 90 days the quit claim deed gets filed and I pay the county all of the transfer tax.

If you would like to take this to an adversarial route, I will immediately start the foreclosure proceedings.



Bill

EXHIBIT 3

9:25

13

2 shares 481 views

Like

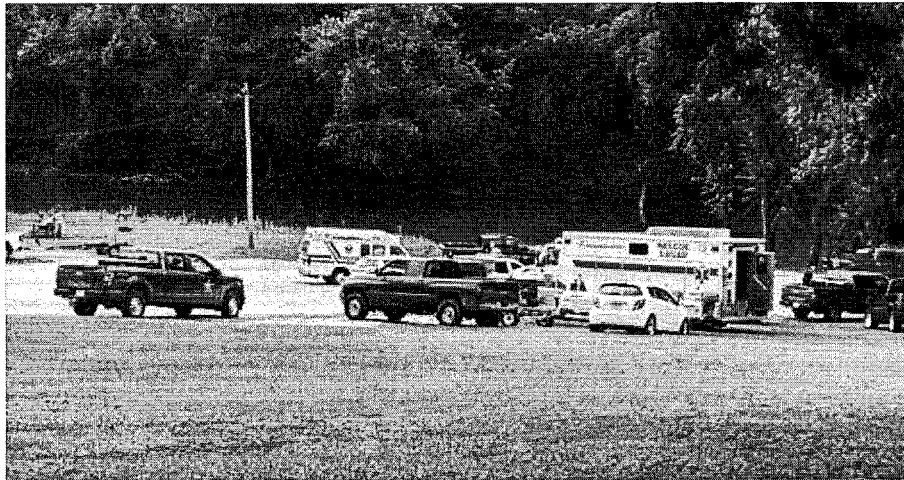
Comment

Share

**Bill Hynes**

2 hrs · 2

Took the wrong one.



WANDTV.COM

**Coroner: Preliminary autopsy suggests
Chad Taylor drowned in Sangamon River**

1

2 comments

Like

Comment

Share

**Brad Reynolds**This isn't Chad from Live is it
mate ?

Like Reply

**Bill Hynes**

Brad Reynolds no

Like Reply

1



Reply...

News Feed

Watch

Marketplace

Groups

Notifications

Menu

EXHIBIT 4



Bill Hynes

53 mins · Instagram ·

Today, I go to war. I trade in a battle field, my M16 & .45 for a suit & tie with the landscape being a boardroom. If you ever dream of beating me, you better wake up and apologize for their is Not a better friend, No worse enemy than I. Mors Ab Alto! NSDQ!

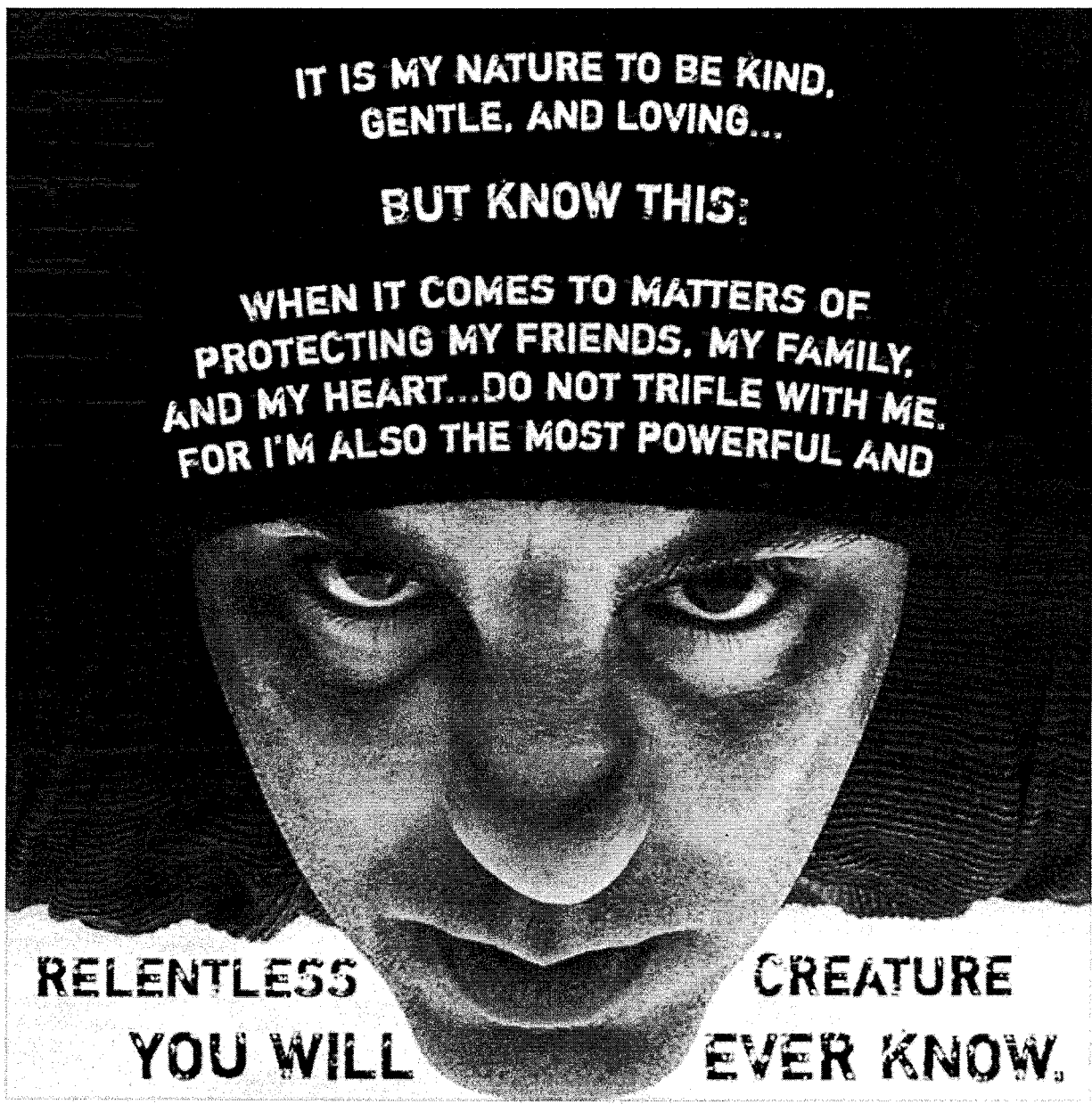


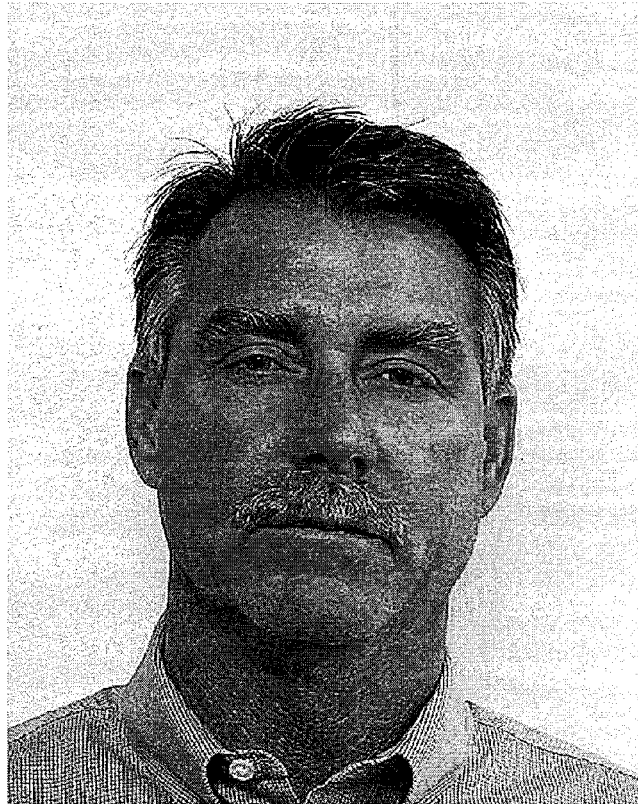
EXHIBIT 5

[YOUR AD HERE »](#)

Contractor ordered to pay \$300,000 in restitution

News [FOLLOW NEWS](#) | Apr 4, 2012

Tonya Bina
tbina@skyhiddailynews.com
Grand Lake, CO Colorado



Jim Barnett
ALL /

A man accused of stealing construction-loan draws then not paying contractors for work done on homes in the Grand Lake area is serving 30 days in the Grand County Jail.

Jim Barnett, principal of the construction company ADS Construction of Bloomfield while he was overseeing a development project comprising about 20 homes within the larger subdivision called Rocky Mountain Estates (Colorado Anglers Club), must also pay \$300,000 in restitution to contractors as part of his March 30 sentencing.

Barnett shares the burden of the restitution with his then-business partner Chris Foster.

In a plea deal, the 14th Judicial District Attorney's Office dismissed 12 counts of Class 1 misdemeanor theft \$500 to \$1,000, and one count Class 4 felony theft of \$1,000 to \$20,000.

He pleaded guilty to one count of Class 3 felony theft of \$20,000 or more, and 60 days of jail time was suspended. The sentencing also includes four years of probation, 100 hours public service, apology letters to all victims and about \$1,900 in fees.

In a letter to the DA, dated March 23, Barnett blamed the company's misuse of construction loans on the "failure to keep these funds completely separated from other ADS accounts."

"The effect of the accounting gap was that while some of the construction loan funds were used for their intended purpose, a por



Barnett also wrote he relied on his employees "far too much" to oversee the project. "I should have stayed more involved in the day-to-day operation, as it was my responsibility."

"So much for taking responsibility. He's still pointing his finger at someone else," said Grand Lake mortgage broker Sandy Doudna, who with her appraiser husband Doug has been a key witness and researcher on the case since 2006.

According to Doudna, the Federal Bureau of Investigation had been looking into the alleged construction-fraud case alongside Grand County Sheriff Investigator Leo Piechocki, but in 2009 the FBI agent was pulled off the case for needs elsewhere, and the investigation is still pending at the federal agency.

As many as 24 Grand County- and Denver-based contractors are listed in court documents as having been shortchanged by as much as \$138,540 by Barnett's part in the Colorado Anglers project.

During Barnett's day in court last week, Granby-based contractor John Jennings' wife Trista McAdow read aloud an emotional letter explaining how Barnett's failure to pay them \$50,879 for work done on the project has led to the failure of their business and the financial ruin of the family. The family was forced to give up health insurance to make ends meet, then when Trisha suffered a stroke, the family spiraled into further financial devastation.

"We did not and will never rebound from this," Jennings, who was not present at the court hearing due to illness in the family, said via a letter read by Trisha in court.

"How do you sleep at night knowing that you have ruined so many lives?" Trisha asked Barnett.

They asked the court for a steeper punishment.

"The punishment that Mr. Barnett is about to receive is really not much of a deterrent for people like Barnett," were Jennings' words. "It is a mere 'slap on the wrist' in this case and unfortunately so many other cases just like this. I wish the court would send a message to others like Barnett. This is not a message, this is more like an invitation."

John Jennings was hired on to the project to fix faulty ADS construction in ADS' attempt to lead homeowners to believe their resort homes, sold to them through Upstreet Development, would be finished properly, according to Doudna.

ADS' failure to pay contractors on work done after taking construction draws on loans, however, caused the project to be abandoned. This left homeowners who bought into the Upstreet promise, many times without ever seeing their properties in person, on the hook for repayment of loans without finished homes to show for them.

"It hurt (Jennings') reputation," Doudna said. "Then the recession hit at the same time, so there wasn't a chance to recover."

Rocky Mountain Estates today is a subdivision across Highway 34 from Lake Granby with about 79 homes and property owners and has a fully functioning board and homeowners association, according to the Rocky Mountain Estates Owners Association.

The ADS construction case involved only about 20 lots within the subdivision.

- Tonya Bina can be reached at 970-887-3334 ext. 19603

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EXHIBIT 6



Write a reply...



Jon Hoch

He is definitely innocent. Everyone that knew the both of them knew they were in a relationship for many years. They went all over the world together. This girl has substance abuse problems. Just like two of her sisters. One of which died of a heroin overdose and the other is also a heroin addict with a criminal conviction for beating up an 80 year old lady. Look it up. This is a money grab. Poor girl playing victim, wanting money from a good guy. So he forced her to let him buy her a house, cars clothes and trips all over the world. So much more to this story. Hey Randy Parker way to drag a good man down.

19h Like Reply

EXHIBIT 7

From: "Jason T. Confair" <confair@kkl.law>
Date: March 16, 2021 at 4:39:18 PM EDT
To: Bill Hynes <bill.hynes@thinkloudllc.com>
Subject: RE: Invoice 2018723 from YRK, LLC - Phase 2

Any chance there were invoices from the app developer to YRK, LLC?

If so, that alone would shatter their little story on this one. . .

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KEGEL KELIN LITTS & LORD LLP
24 N. Lime Street, Lancaster, PA 17602
(717) 392-1100 - phone (717) 392-4385 - fax

From: Bill Hynes <bill.hynes@thinkloudllc.com>
Sent: Tuesday, March 16, 2021 4:36 PM
To: Jason T. Confair <confair@kkl.law>
Subject: Fwd: Invoice 2018723 from YRK, LLC - Phase 2

See attached.
Phase 2. Never paid for.

----- Forwarded message -----

From: Breanna Shorten <299946CABD714189816E4C77B4AE9A45-BREANNA@yrkcreative.com>
Date: Fri, Jan 31, 2020 at 10:51 AM
Subject: Fwd: Invoice 2018723 from YRK, LLC - Phase 2
To: Bill Hynes <bill.hynes@thinkloudllc.com>

Here's number 2.

Sent from my iPhone

Begin forwarded message:

From: Vicki Goodling <vicki@ufd.com>
Date: January 31, 2020 at 10:50:14 AM EST
To: Breanna Shorten <breanna@yrkcreative.com>
Subject: Invoice 2018723 from YRK, LLC - Phase 2

YRK, LLC

Invoice Due:09/04/2019
2018723

Amount Due: **\$176,470.00**

Dear Customer :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

YRK, LLC

From: "Jason T. Confair" <confair@kkl.law>
Date: March 16, 2021 at 11:25:10 AM EDT
To: Bill Hynes <bill.hynes@thinkloudllc.com>
Cc: Philip Bowman <pbowman@cooley.com>, "J.M. Eakin" <justiceeakin@gmail.com>, C T <taylor@thinklh.com>
Subject: Stadium Super Trucks. . .

Hello Bill.

Attached, you will find a pdf with an excerpt from Appell's Complaint that lists the Stadium Super Trucks invoices that Appell is taking issue with.

Please promptly compile the following, as it would be nice to resolve this issue before the UFD audit is completed:

1. Copies of the actual invoices.
2. Any emails or other documentation that provides background on why any of the invoices may have been changed.
3. The commercials the invoices relate to, and as much specificity as possible about each of those commercials – clips of the actual commercials, stations each of the commercials were run on, the time periods during which each commercial was run.

According to Appell's Complaint, we're talking about a relatively narrow window of time here – from March of 2017 through January of 2019.

Thank You, Jason

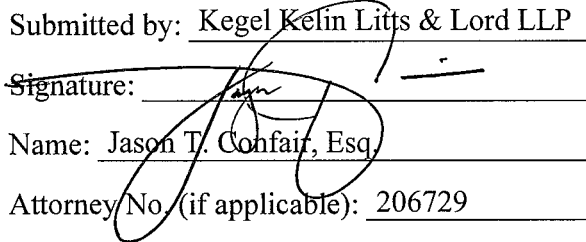
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KEGEL KELIN LITTS & LORD LLP
24 N. Lime Street, Lancaster, PA 17602
(717) 392-1100 - phone (717) 392-4385 - fax

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Kegel Kellin Litts & Lord LLP

Signature: 

Name: Jason T. Confair, Esq.

Attorney No. (if applicable): 206729